

STATE OF TEXAS §
COUNTY OF HIDALGO §

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN HIDALGO COUNTY AND
CITY OF PHARR, TEXAS**

THIS Agreement is made on this the 3rd day of March, 2015 by and between **HIDALGO COUNTY, TEXAS**, hereinafter referred to as "County", and **CITY OF PHARR** hereinafter referred to as "City", pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, Hidalgo County is a county created in Texas;

WHEREAS, Pharr is a home rule city located in Texas;

WHEREAS, City desires to assist County in multiple projects to be defined by mutual agreement in which both the City and the County would benefit from the outcome of the work (the "Work");

NOW, THEREFORE, City and County, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. County agrees to allow City to use equipment and materials owned by County at the current prices to the County for such equipment and materials for the furtherance of the Work. Prior to City utilizing any County equipment or materials, City shall request and receive a statement of County's current hourly rates for use of equipment and materials. County shall be solely responsible for determining the current rate for its equipment and City agrees to reimburse County for such costs within thirty (30) days of receipt of invoice from County. Any request for use by City of County equipment and materials shall be subject to the approval of the Commissioner of Precinct 2 determining that such equipment and materials are not required by the Commissioner for the times requested by the City.
2. County shall provide City with man power at the current hourly rates for County employees required to complete the Work. Prior to City utilizing County employees, City shall request and receive the current hourly rates of County employee including benefits and other costs associated with the employment of each such County employee. County shall be solely responsible for determining the current hourly rate for its employees and City agrees to reimburse County such costs within thirty (30) days of receipt of invoice from County. Any request for use by City of County employees shall be subject to the approval by the

Commissioner of Precinct 2 determining that the County employees so requested by the City are not required for projects of Precinct 2 at the time requested by City.

3. City agrees to allow County to use equipment and materials owned by City at the current prices to the City for such equipment and materials for the furtherance of the Work. City shall be solely responsible for determining the current rate for its equipment and County agrees to reimburse City for such costs within thirty (30) days of receipt of invoice from City. Any request for use by County of City equipment and materials shall be subject to the approval of the City Manager of City determining that such equipment and materials are not required by the City for the times requested by the County.
4. City shall provide County with employees at the current hourly rates to City for City employees required to complete the Work. Prior to County utilizing City employees, County shall request and receive the current hourly rates of City employees required to complete the work. Hourly rates shall include all benefits and other costs associated with the employment of each City employee. City shall be solely responsible for determining the current rate of its employees and County agrees to reimburse City such costs within thirty (30) days of receipt of invoice from City. Any request for use by County of City employees shall be subject to the approval by the City Manager determining that the City employees so requested by the County are not required for projects of City at the time requested by County.
5. The parties agree that all other costs associated with the Work shall be the responsibility of each respective entity in its entirety.
6. Term. The term of this Agreement shall be for one (1) year with the option to renew for five (5) additional one year terms upon the same terms and conditions described herein except that all prices for employees, equipment and materials are subject to change at any time and without notice to the other party.
7. Upon a change in price for employees for County employees, equipment or materials, the County shall notify the City within ten (10) working days for any ongoing Work and before beginning any new Work.
8. Upon a change in price for employees for City employees, equipment or materials, the City shall notify the County within ten (10) working days for any ongoing Work and before beginning any new work.
9. Either party may terminate this Agreement with or without cause upon thirty (30) days written notice to the other.
10. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

15. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.
16. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, and assigns where permitted by this Agreement.
17. **Assignment.** This Agreement shall not be assignable.
18. **Headings.** The headings and captions contained in this Agreement are solely for convenience reference and shall not be deemed to affect the meaning or interpretation of any provision of paragraph hereof.
19. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and singular shall include the plural whenever and so often as may be appropriate.
20. **Authority to Execute.** The execution and performance of this Agreement by the City and the County have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of City and County in accordance with its terms.
21. **Prior Agreements.** This Agreement supersedes and terminates that certain interlocal agreement between the parties hereto dated September 16, 2008.
22. **Governmental Purpose.** Each party hereto is entering into this Agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.
23. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. Section 271.903.

WITNESS THE HANDS OF THE PARTIES effective as of the day and year first written above.

CITY OF PHARR

By: Leopoldo "Polo" Palacios
Leopoldo "Polo" Palacios, Jr. Mayor

ATTEST:

Ante Rueda
City Secretary

HIDALGO COUNTY

By: Ramon Garcia
Ramon Garcia, County Judge

ATTEST:

Arturo Guajardo Jr.
By: Arturo Guajardo, Jr., County Clerk

Approved by Commissioners' Court
on 3-3-2015 RW

APPROVED AS TO FORM:

THE PRUNEDA LAW FIRM

Michael Pruneda
Michael Pruneda

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

By: Stephen L. Crain
Stephen L. Crain

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**APPROVAL OF
INTERLOCAL COOPERATION AGREEMENT
PROJECT**

In accordance with Texas Government Code §791.014, Hidalgo County, Texas, acting by and through the Hidalgo County Commissioners Court, has been advised of a proposed project. County and City desires to assist each other in projects to be defined by mutual agreement through an Interlocal Cooperation agreeing to assist each other with equipment, materials and manpower.

By vote on _____ 2015, the Hidalgo County Commissioners Court has approved the Project identified above.

By: Ramon Garcia
Ramon Garcia, County Judge

ATTEST:

Arturo Guajardo Jr.
Arturo Guajardo, County Clerk

Approved by Commissioners' Court
on 3-3-15 RW

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

By: Stephen L. Crain
Stephen L. Crain

March 3, 2015

- 4. Final Approval with Financial Guarantee
 - a. Sunflower Gardens Subdivision – Pct. 4 (Richard Ruppert)

NO ACTION taken on Item 4.a.

19. **Precinct #2 - Comm. Cantu:**

- A. **AI -48696** Requesting approval to accept counter offer to purchase a tract of land known as Parcel 6 for the S McColl Road Project(CSJ# 0921-02-288).

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 3, JOE M. FLORES, the Court made a UNANIMOUS vote of approval.

Vote: 5 - 0 - Unanimously

- B. **AI -48668** Requesting approval to issue payment to Barrera Sanchez & Assoc. in trust for Maria Elvia Gonzalez for Parcel 101 of the Pct 2 North I Rd Project that was previously approved through Special Commissioners Condemnation hearing on February 27, 2008 in the amount of \$27,080.00 and subsequently appealed and settled out of court Dec 22, 2014 in the amount of \$52,747.00 reflecting a difference of 25,667.00.

On motion by COMMISSIONER PCT. 3, JOE M. FLORES, seconded by COMMISSIONER PCT. 4, JOSEPH PALACIOS, the Court made a UNANIMOUS vote of approval.

Vote: 5 - 0 - Unanimously

- C. **AI -48698** 1. Approval of Interlocal Agreement between the City of Pharr and the County of Hidalgo, Texas through Precinct 2 and Precinct 4 to reconstruct Owassa Road from Jackson Rd to Sugar Rd.

Mr. Eufrazio stated that the agreement requires both precincts to divide the costs associated with the project; however, only Precinct 2 has funded their portion. Mr. Cruz informed the Court that there will be an emergency transfer from Precinct 4 to Precinct 2.

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 3, JOE M. FLORES, the Court made a UNANIMOUS vote of approval subject to funding.

Vote: 5 - 0 - Unanimously

2. In accordance with Section 791.014 of the Texas Government Code, requesting approval of the interlocal cooperation agreement project to reconstruct Owassa Road from Jackson Rd to Sugar Rd.

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 4, JOSEPH PALACIOS, the Court made a UNANIMOUS vote of approval.

Vote: 5 - 0 - Unanimously

- D. **AI -48636** 1. Approval of Interlocal Agreement between the City of Pharr and the County of Hidalgo, Texas to assist one another in multiple projects to be defined by mutual agreement in which both the City and the County will benefit from the outcome of the work.

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 4, JOSEPH PALACIOS, the Court made a UNANIMOUS vote of approval.

Vote: 5 - 0 - Unanimously

2. In accordance with Section 791.014 of the Texas Government Code, requesting approval of the interlocal cooperation agreement project(s).

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 3, JOE M. FLORES, the Court made a UNANIMOUS vote of approval.

Vote: 5 - 0 - Unanimously

20. **Precinct #4 - Comm. Palacios:**

- A. **AI -48661** 1. Approval of Certification of Revenues by the County Auditor for the cost participation from Wyatt Ranches of Texas for road construction of the intersection of Chapa Road and Brushline Road.

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 4, JOSEPH PALACIOS, the Court made a UNANIMOUS vote of approval.

Vote: 5 - 0 - Unanimously

2. Approval of 2015 appropriation of funds in the amount of \$3,106.77 for the road construction of the intersection of Chapa Road and Brushline Road.

On motion by COMMISSIONER PCT. 3, JOE M. FLORES, seconded by COMMISSIONER PCT. 4, JOSEPH PALACIOS, the Court made a UNANIMOUS vote of approval.